

**GOLD CLUB-SF, LLC DBA "GOLD CLUB"
2013 CLUB/PERFORMER CONTRACT**

Sign this Contract **ONLY** if you genuinely agree with its terms. Read and consider it, seek the advice of counsel or a person you trust to assist you. **ALSO, BEFORE SIGNING, BE SURE TO CONSIDER OWNER'S SEPARATE OFFER OF EMPLOYMENT.**

OWNER, GOLD CLUB-SF, LLC DBA "GOLD CLUB" ("Owner") operates a business authorized under zoning and licensing laws to permit nude or semi-nude entertainment on its' premises, and

PERFORMER ("Performer") is in the business of and holds required licenses or permits to market her adult oriented entertainment, and requires a venue which lawfully permits such entertainment, and

THE PARTIES desire to establish the terms of a mutually beneficial business relationship including the allocations of revenue from such entertainment, and **THEREFORE, Performer and Owner agree as follows:**

I. TERM This Contract begins on signing and ends **JANUARY 31, 2014** or when terminated as provided herein.

II. DEFINITIONS

A. Bill Acceptor Machines or Collection Boxes are Dance Fee money acceptors located at each booth or Collection Boxes (purses) issued and controlled by Owner for collecting Dance Fees from patrons.

B. "Private Dances" are non-stage dances performed individually and sold to a patron for a set Dance Fee.

C. "Dance Fees" are the non-gratuitous cost or price for Private Dances.

D. "Gross Revenue" is the total Dance Fees attributable to Performer. Gross Revenue does not include Tips.

E. Tips/"Gratuities" are the amounts over and above the Dance Fee, voluntarily given by a patron and handed directly to Performer, and are the exclusive property of Performer.

F. "Scheduled Performance Date" is a date on which Performer has chosen to place herself on the schedule at least one week in advance.

G. "Full Performance Date" is a Performance Date which consists of at least a five (5) hour Performance Date.

H. Good Standing means a Performer who is not in breach and whose contract is not inactive because she has completed one Full Performance Date in the current month.

I. Material Breach of Contract by Performer means violating the law including laws on drugs, alcohol, soliciting or engaging in prostitution; it also includes failing to require patrons to deposit dance fees directly into Bill Acceptor Machines, Collection Box, or otherwise allowing patrons to pay Dance Fees to her directly, failing to use her best efforts to market her services, and failing to appear on a Performance Date she chose to schedule. Material Breach of Contract by Owner includes failure to maintain appropriate venue licenses and permits, to advertise in a mutually beneficial manner, and failure to pay performer her Allocation of Gross Revenues.

III. STANDARD ALLOCATION OF GROSS REVENUE: Owner shall be entitled to retain the first \$200 in Gross Revenues from dance sales. Thereafter,

- Performer shall receive 100% of the Gross Revenues from main floor dance performances;
- Performer shall receive 80% of the Gross Revenues from VIP performances and Owner 20% and

- Performer shall receive 80% of the Gross Revenues from "3 for \$100" and "2 for \$60" dances and Owner 20%.

Owner may negotiate with Performer to reduce the amount it retains from Gross Revenue based on business needs including time of performance, scheduling and other business needs.

IV. PERFORMER'S OBLIGATIONS

1. Dance Fees. Performer agrees that patrons shall pay all Dance Fees by depositing the money directly into the Bill Acceptor Machines, Collection Boxes or handing the money directly to a club employee. Performer is prohibited from allowing patrons to pay or hand Dance Fees directly to her. This term is material term, breach of which subjects Performer to termination of contract and a claim of conversion.

2. Market Services. Performer agrees to use her skills, artistic talents and best efforts to market her nude or semi nude entertainment as permitted by law.

3. Tips /gratuities. Performer shall own all tips handed directly to her by patrons. *Performer is NOT required share her tips with any club employee. Performer shall report to management if any one demands a portion of her tips.*

4. Permits. Performer agrees to maintain all permits required by laws governing her entertainment services and to know and comply with all related laws and regulations.

5. Appear on Stage and in Promotions. Performer agrees to appear on stage on a rotational basis and to participate in promotions held on site during her Performance Date. If Performer chooses to perform in off-site promotions, the Parties will negotiate such performances separately.

6. Scheduling: Performer is free to perform if and when she chooses. If Performer chooses to be on the schedule, it shall be based on available performance dates and set one week in advance. Increased Allocations may be negotiated for scheduled Performance Dates.

7. Respect Property, Law and Safety. Performer agrees not to damage Owner's property and to comply with safety and legal requirements, including applicable laws on drugs, alcohol and soliciting or engaging in prostitution.

8. No assignment: This Contract is for Performer's personal skills and artistic talents. She may not assign her rights or obligations, but she may supply a qualified substitute (an experienced entertainer with a valid contract and permits).

9. Non-Exclusive: Performer's obligations under this contract are non-exclusive; **PERFORMER IS FREE TO PERFORM AT OTHER BUSINESSES OR VENUES.**

10. Control of Performances, Costumes & Music. Performer has the right to choose her costumes, to select available music, and choose the patrons for whom she performs; she has exclusive control over the character, manner and means of her performances, so long as no law is violated, and the end product (nude or semi-nude entertainment and sale of private dances) is accomplished.

11. Intellectual Property: Performer shall retain all intellectual property rights to her performances, stage names and likeness unless assigned in writing.

12. Cell Phone Use. Owner prohibits all patrons, employees and Performers from the use of cell phones while in the Club's public areas. Cell phone use is restricted to outside the building, rest and dressing rooms.

13. Nature of Business: Performer recognizes she may be subjected to nudity, sexually explicit language and depictions of explicit conduct. Performer represents that she does not find such sights or sounds offensive. **NONETHELESS, OWNER PROHIBITS SEXUAL HARASSMENT AND REQUIRES PERFORMER TO REPORT UN-WELCOME CONDUCT TO MANAGEMENT.**

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V. OWNER'S OBLIGATIONS

1. **Premises/Licenses:** Owner shall maintain the premises and all applicable licenses and permits.
2. **Advertising and Music Copyright Fees.** Owner shall pay any music copyright fees, and shall advertise and host promotions in a commercially reasonable manner for the mutual benefit of the parties.
3. **Dance Records:** Owner will keep an accurate record of Gross Revenue attributable to Performer.
4. **Fees for Individual Dances.** Owner will announce the price for Private Dances so patrons have notice of the Dance Fees and that the Fees are allocated between the parties.
5. **Time of Payment.** Performer will receive her Allocation of Gross Revenue at the end of each performance date and will be provided a receipt.
6. **Privacy Rights:** Owner will not disclose Performer's personal information to any third party without written permission, unless required by law. Owner will notify Performer upon receipt of any request for information or documents concerning Performer unless prohibited by law.

VI. OTHER CONTRACT TERMS**1. No Employment Relationship. THE PARTIES DISAVOW AN EMPLOYMENT RELATIONSHIP.**

(a) **PERFORMER ACKNOWLEDGES THAT SHE HAS BEEN PROVIDED WITH A WRITTEN STATEMENT CONCERNING HER RIGHTS IF SHE WERE AN EMPLOYEE AS OPPOSED TO A CONTRACTOR;**

(b) **PERFORMER REPRESENTS THAT SHE CONSIDERED AND REFUSED AN OPTION TO BE AN EMPLOYEE;**

(c) **PERFORMER ACKNOWLEDGES AND AGREES THAT AS A CONTRACTOR, OWNER WILL NOT REIMBURSE BUSINESS EXPENSES OR PROVIDE ANY EMPLOYEE-RELATED BENEFITS, SUCH AS WAGES, MEAL AND BREAK PERIODS, WORKERS COMPENSATION, UNEMPLOYMENT, PAID LEAVES OR DISABILITY BENEFITS.**

(d) **PERFORMER AGREES THAT IF THE PARTIES' RELATIONSHIP IS LATER IS DEEMED TO BE, OR IF SHE REPUDIATES HER CONTRACT AND ASSERTS THAT SHE IS OR SHOULD BE, AN EMPLOYEE, THE OWNER SHALL RETAIN 100% OF GROSS REVENUES FROM DANCE SALES AND PAY PERFORMER THE LEGAL WAGE AND ALL OTHER BENEFITS REQUIRED BY LAW.**

AGREED [Signature] (Initial required)

Owner: GOLD CLUB-SF, LLC

Address: 650 HOWARD ST.
SAN FRANCISCO, CA 94105

Manager/Assistant Manager

Signature [Signature]

Print Name _____

2. **Unjust Enrichment.** Performer acknowledges that if she is later deemed to be an employee entitled to wage and hour benefits during any period under this Contract, it would be unjust for her to retain both the monies she collected under this contract and be paid wage benefits for the same period. Performer therefore agrees that all Allocations which she received under the terms of this Contract shall be offset or credited against any wage claim.

3. **Income Tax Records.** Performer acknowledges she is required by law to pay taxes on all income generated by her. Owner will issue Performer a Form 1099 for monies paid to her under this contract. Performer is required to account separately for all tips given to her, as tip amounts are not reported to Owner and not included in the Form 1099.

4. **Material Breach/Notice:** In the event of a Material Breach, the non-breaching party may terminate this Contract on 3 days written notice, but in the case of drug, alcohol or allegations of violation of law, by 24 hours written notice.

5. **Inactive or Termination by Notice.** This contract shall be terminated as "inactive" if Performer has not appeared to perform at least 1 performance date during each 30 day period the contract is in force. Either party may terminate this Contract on 30 days written notice.

6. **Severability:** Any unenforceable portion of this Contract, to the extent possible, shall be severable from this Contract and not affect the enforceability of the remainder.

7. **Arbitration:** All disputes between the parties, whether statutory, contractual or tort, shall be decided by binding arbitration, shall be pursuant to the Federal Arbitration Act, and shall be before a neutral arbitrator agreed upon by the parties. Either party may demand an expert in the adult industry. The arbitrator shall be permitted to award any relief available in a Court. Owner shall pay any cost required by law. Any award may be entered as a judgment in any court having jurisdiction. An arbitrator may not consolidate more than one person's claims, and may not preside over any form of representative or class proceeding.

[Signature] ACCEPT _____ REJECT [initial required]

8. **Waiver of Class Action.** Performer agrees that any claim she may make against Owner shall be in her individual capacity, and not as a class or representative action; she agrees not to consolidate any claim she may have against Owner with the claims of others. This clause shall survive termination of the contract, but is severable if the law is deemed to prohibit such waiver.

[Signature] ACCEPT _____ REJECT [initial required]

9. **LEGAL AGE:** THIS CONTRACT IS VOID IF PERFORMER IS NOT AT LEAST AGE 18. PERFORMER HAS PROVIDED VALID IDENTIFICATION VERIFYING HER AGE.

I AGREE TO THESE TERMS

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2012 CLUB/PERFORMER CONTRACT

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C. "Dance Fees" are the non-gratuitous cost or price for Private Dances.

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E. Tips"/"Gratuities" are the amounts over and above the Dance Fee, voluntarily given by a patron and handed directly to Performer, and are the exclusive property of Performer.

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IV. PERFORMER'S OBLIGATIONS

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AGREED [Signature] (Initial required)

Owner: GOLD CLUB-SF, LLC

Address: 650 HOWARD ST.
SAN FRANCISCO, CA 94105

Manager/Assistant Manager

Signature [Signature]

Print Name Darius Rodriguez

2. Unjust Enrichment. Performer acknowledges that if she is later deemed to be an employee entitled to wage and hour benefits during any period under this Contract, it would be unjust for her to retain both the monies she collected under this contract and be paid wage benefits for the same period. Performer therefore agrees that all Allocations which she received under the terms of this Contract shall be offset or credited against any wage claim.

3. Income Tax Records. Performer acknowledges she is required by law to pay taxes on all income generated by her. Owner will issue Performer a Form 1099 for monies paid to her under this contract. Performer is required to account separately for all tips given to her, as tip amounts are not reported to Owner and not included in the Form 1099.

4. Material Breach/Notice: In the event of a Material Breach, the non-breaching party may terminate this Contract on 3 days written notice, but in the case of drug, alcohol or allegations of violation of law, by 24 hours written notice.

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7. Arbitration: All disputes between the parties, whether statutory, contractual or tort, shall be decided by binding arbitration, shall be pursuant to the Federal Arbitration Act, and shall be before a neutral arbitrator agreed upon by the parties. Either party may demand an expert in the adult industry. The arbitrator shall be permitted to award any relief available in a Court. Owner shall pay any cost required by law. Any award may be entered as a judgment in any court having jurisdiction. An arbitrator may not consolidate more than one person's claims, and may not preside over a hearing of representative or class proceeding.
____ ACCEPT _____ EJECT [initial required]

8. Waiver of Class Action. Performer agrees that any claim she may make against Owner shall be in her individual capacity, and not as a class or representative action; she agrees not to consolidate any claim she may have against Owner with the claims of others. This clause shall survive termination of the contract, but is severable if the law is deemed to prohibit such waiver.
____ ACCEPT _____ EJECT [initial required]

9. LEGAL AGE: THIS CONTRACT IS VOID IF PERFORMER IS NOT AT LEAST AGE 18. PERFORMER HAS PROVIDED VALID IDENTIFICATION VERIFYING HER AGE.

I AGREE TO THESE TERMS

7/8/12

DÉJÀ VU SF, LLC DBA "CENTERFOLDS"

2012 CLUB/PERFORMER CONTRACT

Sign this Contract **ONLY** if you genuinely agree with its terms. Read and consider it, seek the advice of counsel or a person you trust to assist you. **ALSO, BEFORE SIGNING, BE SURE TO CONSIDER OWNER'S SEPARATE OFFER OF EMPLOYMENT.**

OWNER, DÉJÀ VU SF, LLC DBA "CENTERFOLDS" ("Owner") operates a business authorized under zoning and licensing laws to permit nude or semi-nude entertainment on its' premises, and

PERFORMER ("Performer") is in the business of and holds required licenses or permits to market her adult oriented entertainment, and requires a venue which lawfully permits such entertainment, and

THE PARTIES desire to establish the terms of a mutually beneficial business relationship including the allocations of revenue from such entertainment, and **THEREFORE**, Performer and Owner agree as follows:

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G. "Full Performance Date" is a Performance Date which consists of at least a five (5) hour Performance Date.

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III. STANDARD ALLOCATION OF GROSS REVENUE: Owner shall be entitled to retain the first \$240 in Gross Revenues from dance sales. Thereafter,

- Performer shall receive 100% of the Gross Revenues from main floor dance performances;
- Performer shall receive 75% of the Gross Revenues from VIP performances and Owner 25% and

- Performer shall receive 70% of the Gross Revenues from "3 for \$100" dances and Owner 30%.

Owner may negotiate with Performer to reduce the amount it retains from Gross Revenue based on business needs including time of performance, scheduling and other business needs.

IV. PERFORMER'S OBLIGATIONS

1. Dance Fees. Performer agrees that patrons shall pay all Dance Fees by depositing the money directly into the Bill Acceptor Machines, Collection Boxes or handing the money directly to a club employee. Performer is prohibited from allowing patrons to pay or hand Dance Fees directly to her. **This term is material term, breach of which subjects Performer to termination of contract and a claim of conversion.**

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AGREED [Signature] (Initial required)

Owner: DÉJÀ VU SF, LLC

Address: 391 BROADWAY
SAN FRANCISCO, CA 94133

Manager/Assistant Manager

Signature

Print Name

Est1262012

2. **Unjust Enrichment.** Performer acknowledges that if she is later deemed to be an employee entitled to wage and hour benefits during any period under this Contract, it would be unjust for her to retain both the monies she collected under this contract *and* be paid wage benefits for the same period. Performer therefore agrees that all Allocations which she received under the terms of this Contract shall be offset or credited against any wage claim.

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8. **Waiver of Class Action.** Performer agrees that any claim she may make against Owner shall be in her individual capacity, and not as a class or representative action; she agrees not to consolidate any claim she may have against Owner with the claims of others. This clause shall survive termination of the contract, but is severable if the law is deemed to prohibit such waiver.
 _____ ACCEPT [Signature] REJECT [initial required]

9. **LEGAL AGE:** THIS CONTRACT IS VOID IF PERFORMER IS NOT AT LEAST AGE 18. PERFORMER HAS PROVIDED VALID IDENTIFICATION VERIFYING HER AGE.

I AGREE TO THESE TERMS

7/14/12

